

LEASE AGREEMENT

THIS LEASE AGREEMENT made by and between **BOARD OF SUPERVISORS OF FAUQUIER COUNTY** ("Landlord"), whose address is 10 Hotel Street, Warrenton, Virginia, and the **FAUQUIER COUNTY FAIR BOARD** ("Tenant").

SECTION 1

- 1.1 Date of Lease.** _____, 2007.
- 1.2 Property.** That certain lot or parcel of land described as approximately ____ acres shown on the attached exhibit "A" (collectively the "Property").
- 1.3 Commencement Date.** _____, 2007.
- 1.4 Term.** From _____ 2007 to _____ 2106. Tenant may terminate this Lease Agreement for convenience at any time, upon giving written notice to the Landlord. Landlord may terminate this lease in the event that tenant breaches a material term of the lease and fails to cure its breach within 30 days of notification of its breach. In the event of termination by either party, any obligations provided for hereunder, including but not limited to the payment of rent, shall cease, with no further liability to either party. This lease shall automatically terminate in the event that the Tenant ceases to use the leased property or its property for fair purposes or conveys its property.
- 1.5 Rent.** Tenant shall pay a total annual rent of \$1.00 during the term of this Agreement. Rent shall be due on or before June 1st of each year of the lease period.
- 1.6 Permitted Uses.** The Fair Board intends to use the Property for parking cars and other temporary fair-related uses. No permanent structure shall be erected on the property without the written permission of Landlord. Underground utilities may be installed in reasonable locations as authorized in writing by the County. The County shall be permitted to use the property in accordance with the shared parking agreement attached hereto as Exhibit "B." Tenant shall be permitted to use the County's park access road for ingress and egress to the leased premises.

SECTION 2

Maintenance and Upkeep of Property

- 2.1 Maintenance and Upkeep.** During the term of this Agreement, Tenant shall:

- (a) Establish a parking area for cars;
- (b) Provide a minimum of twice-weekly trash pick-up of the Property and to adjacent Landlord's property if trash is related to use of the Property;
- (c) Provide regular mowing and trimming services of the Property as needed.

2.2 Condition of Property upon Surrender. Tenant accepts the Property "as is" and will, at the expiration or other termination of the term thereof, surrender and deliver the Property in the same order and condition as the Property shall be at the Commencement Date of the term of this Agreement, ordinary wear and tear excepted.

SECTION 3

Liability

3.1 Loss or Damage to Property or Persons. Neither Landlord nor Tenant, nor their respective officers, employees, agents or representatives shall be liable for any loss, damage or injury to property or persons caused by the negligent or intentional acts or omissions of third parties in connection with the uses contemplated by this Agreement.

3.2 Waiver of Liability. Landlord assumes no liability or duty to third parties because of Tenant's occupation or use of the Property, and Landlord assumes no liability or responsibility for Tenant's conduct and operation of Tenant's business on the Property during the term of this Agreement, except as otherwise specified herein. Landlord and Tenant are separate entities with separate duties; they are not engaging in any joint venture, partnership or concerted action. Neither party assumes any liability for the wrongful acts or omissions of the other.

SECTION 4

Damage or Destruction by Casualty

4.1 Damage. If during the term of this Agreement, all or any portion of the Property shall be damaged or destroyed by fire, flood, windstorm, strikes, riots, acts of public enemy, acts of God, or other casualty, this Agreement shall terminate at the option of Tenant in accordance with Section 1.4.

4.2 Partial Invalidity. If any term, covenant or condition of this Agreement, or the application thereof, to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application

of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

4.3 Approvals. This Agreement is subject to and contingent upon approval of its terms by the Board of Supervisors of Fauquier County, Virginia.

4.4 Annual Appropriations. This Agreement is subject to annual funding by the Board of Supervisors of the County of Fauquier, Virginia. In the event the Board of Supervisors fails to appropriate funds necessary to fulfill its obligations specified in this Agreement, this Agreement shall be deemed cancelled, with no penalty of further liability to the County, and of no effect.

SECTION 5 Governing Law

This Agreement shall be in all respects governed by and interpreted in accordance with the laws of the Commonwealth of Virginia. Exclusive venue for any dispute arising under this Agreement shall be in the Circuit Court for the County of Fauquier, Virginia. In the event of any material breach of this Agreement by either party, the nonbreaching party shall have the right to obtain an immediate injunction or other equitable or legal relief.

SECTION 6 Entire Agreement

This Agreement sets forth all the covenants, promises, agreements, conditions and understandings between the parties concerning the Property and there are no other such covenants, promises, agreements, conditions and understandings, either oral or written, between them other than herein set forth. Except as otherwise provided in this Agreement, no subsequent modification, alteration, amendment, change or addition to this Agreement shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

This Agreement may be executed, acknowledged and delivered in counterparts and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

SECTION 7
Notices

7.1 Addresses for Notices. All notices required or desired to be given hereunder by either party to the other shall be personally delivered and addressed as follows:

Landlord:
Fauquier County Board of Supervisors
10 Hotel Street
Warrenton, Virginia 20186

Tenant:
Fauquier County Fair, Inc.
P. O. Box 122
Midland, Virginia 22728

7.2 Effective Date of Notices. Notice shall be deemed to be effective when personally mailed via first class mail, postage prepaid, unless otherwise stipulated herein.

WITNESS the following signatures.

LANDLORD:

By: _____
Paul S. McCulla
County Administrator

Approved as to form:

Kevin J. Burke
County Attorney

TENANT:
